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Equifax Information Services LLC*

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

THOMAS BLASER,

Plaintiff,

v.

CITIBANK, N.A., EQUIFAX
INFORMATION SERVICES LLC,

Defendants.

Case No. 8:24-cv-01165-JFW-BFM

**STIPULATED PROTECTIVE
ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment

1 under the applicable legal principles. The parties further acknowledge, as set forth
2 in Section 12.3, below, that this Stipulated Protective Order does not entitle them
3 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
4 procedures that must be followed and the standards that will be applied when a party
5 seeks permission from the court to file material under seal.

6 B. GOOD CAUSE STATEMENT

7 Plaintiff Thomas Blaser has filed this lawsuit (the “Litigation”) against
8 Defendants Citibank, N.A. (“Citibank”) and Equifax Information Services, LLC
9 (“Equifax”) (collectively, “Defendants”), alleging that Defendants are liable to
10 Plaintiff for damages resulting from alleged violations of the Fair Credit Reporting
11 Act, 15 U.S.C. § 1681, *et seq* and the California Consumer Credit Reporting
12 Agencies Act. This action is likely to involve trade secrets, customer and pricing
13 lists and other valuable research, development, commercial, financial, technical
14 and/or proprietary information for which special protection from public disclosure
15 and from use for any purpose other than prosecution of this action is warranted. Such
16 confidential and proprietary materials and information consist of, among other
17 things, confidential business or financial information, information regarding
18 confidential business practices, or other confidential research, development, or
19 commercial information (including information implicating privacy rights of third
20 parties), information otherwise generally unavailable to the public, or which may be
21 privileged or otherwise protected from disclosure under state or federal statutes,
22 court rules, case decisions, or common law.

23 Accordingly, to expedite the flow of information, to facilitate the prompt
24 resolution of disputes over confidentiality of discovery materials, to adequately
25 protect information the parties are entitled to keep confidential, to ensure that the
26 parties are permitted reasonable necessary uses of such material in preparation for

1 and in the conduct of trial, to address their handling at the end of the litigation, and
2 serve the ends of justice, a protective order for such information is justified in this
3 matter. It is the intent of the parties that information will not be designated as
4 confidential for tactical reasons and that nothing be so designated without a good
5 faith belief that it has been maintained in a confidential, non-public manner, and
6 there is good cause why it should not be part of the public record of this case.

7 2. DEFINITIONS

8 2.1. Action: *Thomas Blaser v. Citibank, N.A., et al.*, Civil Action No. 8:24-
9 cv-01165-JFW-BFM.

10 2.2. Challenging Party: a Party or Non-Party that challenges the designation
11 of information or items under this Order.

12 2.3. “CONFIDENTIAL” Information or Items: information (regardless of
13 how it is generated, stored or maintained) or tangible things that qualify for
14 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
15 the Good Cause Statement.

16 2.4. “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information or
17 Items: “Confidential” information as defined above that despite the provisions of
18 this protective order poses a substantial risk of identifiable harm to the Producing
19 party if disclosed to non-parties in this action.

20 2.5. Counsel: Outside Counsel of Record and House Counsel (as well as
21 their support staff).

22 2.6. Designating Party: a Party or Non-Party that designates information or
23 items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

25 2.7. Disclosure or Discovery Material: all items or information, regardless
26 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or
2 generated in disclosures or responses to discovery in this matter, or informally as
3 part of settlement negotiations or for the purpose of alternative dispute resolution,
4 including, but not limited to, mediation.

5 2.8. Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as
7 an expert witness or as a consultant in this Action.

8 2.9. House Counsel: attorneys who are employees of a Party to this Action.
9 House Counsel does not include Outside Counsel of Record or any other outside
10 counsel.

11 2.10. Non-Party: any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this Action.

13 2.11. Outside Counsel of Record: attorneys who are not employees of a Party
14 to this Action but are retained to represent or advise a Party to this Action and have
15 appeared in this Action on behalf of that Party or are affiliated with a law firm which
16 has appeared on behalf of that Party, and includes support staff.

17 2.12. Party: any party to this Action as of the date of execution of this Order,
18 including all of its officers, directors, employees, consultants, retained experts, and
19 Outside Counsel of Record (and their support staffs).

20 2.13. Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

22 2.14. Professional Vendors: persons or entities that provide litigation support
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)
25 and their employees and subcontractors.

2.15. Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Protected Material shall not include any Disclosure or Discovery Material that shows on its face that it has been actually published or otherwise disseminated to the public.

2.16. Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

4. DURATION

Once a case proceeds to trial, information that was designated as confidential or maintained pursuant to this Order used or introduced as an exhibit at trial becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. See Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1180–81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this Order do not extend beyond the

1 commencement of the trial to any Protected Material that was used or introduced as
2 an exhibit at trial.

3 Notwithstanding the preceding paragraph, this Order will remain in effect even
4 after final disposition of this litigation until a Designating Party agrees otherwise
5 in writing or a court order otherwise directs. Final disposition will be deemed to be
6 the later of (1) dismissal of all claims and defenses in this Action, with or without
7 prejudice; and (2) final judgment herein after the completion and exhaustion of all
8 appeals, rehearings, remands, trials, or reviews of this Action, including the time
9 limits for filing any motions or applications for extension of time pursuant to
10 applicable law.

11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection.

13 Each Party or Non-Party that designates information or items for protection under
14 this Order must take care to limit any such designation to specific material that
15 qualifies under the appropriate standards. The Designating Party must designate for
16 protection only those parts of material, documents, items, or oral or written
17 communications that qualify so that other portions of the material, documents, items,
18 or communications for which protection is not warranted are not swept unjustifiably
19 within the ambit of this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations
21 that are shown to be clearly unjustified or that have been made for an improper
22 purpose (e.g., to unnecessarily encumber the case development process or to impose
23 unnecessary expenses and burdens on other parties) may expose the Designating
24 Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that it
2 designated for protection do not qualify for protection, that Designating Party must
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
7 under this Order must be clearly so designated before the material is disclosed or
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic
11 documents, but excluding transcripts of depositions or other pretrial or trial
12 proceedings), that the Producing Party affix at a minimum, the legend
13 "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY"
14 (hereinafter "CONFIDENTIAL legend" or "CONFIDENTIAL – ATTORNEYS'
15 EYES ONLY legend"), to each page that contains protected material. If only a
16 portion or portions of the material on a page qualifies for protection, the Producing
17 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
18 markings in the margins). If a Producing Party believes in good faith that, despite
19 the provisions of this Protective Order, there is a substantial risk of identifiable harm
20 to the Producing Party if particular documents it designates as "Confidential" are
21 disclosed to all other parties or non-parties to this action, the Producing Party may
22 designate those particular documents as "CONFIDENTIAL – ATTORNEYS'
23 EYES ONLY."

24 A Party or Non-Party that makes original documents available for
25 inspection need not designate them for protection until after the inspecting Party has
26 indicated which documents it would like copied and produced. During the inspection

1 and before the designation, all of the material made available for inspection shall be
2 deemed “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
3 ONLY.” After the inspecting Party has identified the documents it wants copied and
4 produced, the Producing Party must determine which documents, or portions
5 thereof, qualify for protection under this Order. Then, before producing the specified
6 documents, the Producing Party must affix the “CONFIDENTIAL legend” or
7 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY legend” to each page that
8 contains Protected Material. If only a portion or portions of the material on a page
9 qualifies for protection, the Producing Party also must clearly identify the protected
10 portion(s) (*e.g.*, by making appropriate markings in the margins).

11 (b) for testimony given in depositions that the Designating Party identify the
12 Disclosure or Discovery Material on the record, before the close of the deposition
13 all protected testimony.

14 (c) for information produced in some form other than documentary and for
15 any other tangible items, that the Producing Party affix in a prominent place on the
16 exterior of the container or containers in which the information is stored the legend
17 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If
18 only a portion or portions of the information warrants protection, the Producing
19 Party, to the extent practicable, shall identify the protected portion(s).

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
21 failure to designate qualified information or items does not, standing alone, waive
22 the Designating Party’s right to secure protection under this Order for such material.
23 Upon timely correction of a designation, the Receiving Party must make reasonable
24 efforts to assure that the material is treated in accordance with the provisions of this
25 Order.

26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

1 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
2 designation of confidentiality at any time that is consistent with the Court's
3 Scheduling Order.

4 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
5 resolution process under Local Rule 37.1 et seq.

6 6.3. The burden of persuasion in any such challenge proceeding shall be on
7 the Designating Party. Frivolous challenges, and those made for an improper
8 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
9 parties) may expose the Challenging Party to sanctions. Unless the Designating
10 Party has waived or withdrawn the confidentiality designation, all parties shall
11 continue to afford the material in question the level of protection to which it is
12 entitled under the Producing Party's designation until the Court rules on the
13 challenge.

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1 Basic Principles. A Receiving Party may use Protected Material that is
16 disclosed or produced by another Party or by a Non-Party in connection with this
17 Action only for prosecuting, defending, or attempting to settle this Action. Such
18 Protected Material may be disclosed only to the categories of persons and under the
19 conditions described in this Order. When the Action has been terminated, a
20 Receiving Party must comply with the provisions of section 13 below (FINAL
21 DISPOSITION).

22 Protected Material must be stored and maintained by a Receiving Party at a
23 location in the United States and in a secure manner that ensures that access is limited
24 to the persons authorized under this Order.

25 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
26 otherwise ordered by the court or permitted in writing by the Designating Party, a
27
28

1 Receiving Party a Receiving Party may disclose any information or item
2 designated “CONFIDENTIAL” only to:

3 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
4 as employees of said Outside Counsel of Record to whom it is reasonably necessary
5 to disclose the information for this Action;

6 (b) the officers, directors, and employees (including House Counsel) of the
7 Receiving Party to whom disclosure is reasonably necessary for this Action;

8 (c) Experts (as defined in this Order) of the Receiving Party to whom
9 disclosure is reasonably necessary for this Action and who have signed the
10 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

13 (f) professional jury or trial consultants, mock jurors, and Professional
14 Vendors to whom disclosure is reasonably necessary for this Action and who have
15 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

16 (g) the author or recipient of a document containing the information or a
17 custodian or other person who otherwise possessed or knew the information;

18 (h) during their depositions, witnesses, and attorneys for witnesses, in the
19 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
20 requests that the witness sign the form attached as Exhibit A hereto; and (2) they
21 will not be permitted to keep any confidential information unless they sign the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
23 agreed by the Designating Party or ordered by the court. Pages of transcribed
24 deposition testimony or exhibits to depositions that reveal Protected Material may
25 be separately bound by the court reporter and may not be disclosed to anyone except
26 as permitted under this Stipulated Protective Order; and

1 (i) any mediator or settlement officer, and their supporting personnel,
2 mutually agreed upon by any of the parties engaged in settlement discussions.

3 7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
4 Information or Items. Unless otherwise ordered by the court or permitted in writing
5 by the Designating Party, a Receiving Party a Receiving Party may disclose any
6 information or item designated “CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
9 as employees of said Outside Counsel of Record to whom it is reasonably necessary
10 to disclose the information for this Action;

11 (b) Experts (as defined in this Order) of the Receiving Party to whom
12 disclosure is reasonably necessary for this Action and who have signed the
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

14 (c) the court and its personnel;

15 (d) court reporters and their staff;

16 (e) the author or recipient of a document containing the information or a
17 custodian or other person who otherwise possessed or knew the information.

18 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
19 IN OTHER LITIGATION

20 If a Party is served with a subpoena or a court order issued in other litigation
21 that compels disclosure of any information or items designated in this Action as
22 “CONFIDENTIAL” or “CONFIDENTIAL - ATTORNEYS EYES ONLY,” that
23 Party must:

24 (a) promptly notify in writing the Designating Party. Such notification will
25 include a copy of the subpoena or court order;

1 (b) promptly notify in writing the party who caused the subpoena or order
2 to issue in the other litigation that some or all of the material covered by the subpoena
3 or order is subject to this Protective Order. Such notification will include a copy of
4 this Stipulated Protective Order; and

5 (c) cooperate with respect to all reasonable procedures sought to be
6 pursued by the Designating Party whose Protected Material may be affected.

7 If the Designating Party timely seeks a protective order, the Party served
8 with the subpoena or court order shall not produce any information designated in
9 this action as “CONFIDENTIAL” or “CONFIDENTIAL - ATTORNEYS EYES
10 ONLY,” before a determination by the court from which the subpoena or order
11 issued, unless the Party has obtained the Designating Party’s permission. The
12 Designating Party shall bear the burden and expense of seeking protection in that
13 court of its Protected Material and nothing in these provisions should be construed
14 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
15 directive from another court.

16 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
17 IN THIS LITIGATION

18 (a) The terms of this Order are applicable to information produced by a
19 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
20 produced by Non-Parties in connection with this Action is protected by the remedies
21 and relief provided by this Order. Nothing in these provisions should be construed
22 as prohibiting a Non-Party from seeking additional protections.

23 (b) In the event that a Party is required, by a valid discovery request, to
24 produce a Non-Party’s confidential information in its possession, and the Party is
25 subject to an agreement with the Non-Party not to produce the Non-Party’s
26 confidential information, then the Party shall:

1 (1) promptly notify in writing the Requesting Party and the Non-
2 Party that some or all of the information requested is subject to a confidentiality
3 agreement with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Stipulated
5 Protective Order in this Action, the relevant discovery request(s), and a reasonably
6 specific description of the information requested; and

7 (3) make the information requested available for inspection by the
8 Non-Party, if requested.

9 10.UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

10 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
11 Protected Material to any person or in any circumstance not authorized under this
12 Stipulation and Protective Order, the Receiving Party must immediately (a) notify
13 in writing the Designating Party of the unauthorized disclosures, (b) use its best
14 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
15 person or persons to whom unauthorized disclosures were made of all the terms of
16 this Order, and (d) request such person or persons to execute the “Acknowledgement
17 and Agreement to Be Bound” that is attached hereto as Exhibit A. Unauthorized or
18 inadvertence disclosure by the Receiving Party does not change the status of the
19 Protected Material or otherwise waive the Designating Party’s right to maintain the
20 “CONFIDENTIAL” or “CONFIDENTIAL - ATTORNEYS EYES ONLY”
21 designation for such Protected Material.

22 11.INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
23 PROTECTED MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain
25 inadvertently produced material is subject to a claim of privilege or other protection,
26 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

1 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
2 may be established in an e-discovery order that provides for production without prior
3 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
4 parties reach an agreement on the effect of disclosure of a communication or
5 information covered by the attorney-client privilege or work product protection, the
6 parties may incorporate their agreement in the stipulated protective order submitted
7 to the court.

8 12. MISCELLANEOUS

9 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
10 person to seek its modification by the Court in the future.

11 12.2 Right to Assert Other Objections. By stipulating to the entry of this
12 Order no Party waives any right it otherwise would have to object to disclosing or
13 producing any information or item on any ground not addressed in this Stipulated
14 Protective Order. Similarly, no Party waives any right to object on any ground to use
15 in evidence of any of the material covered by this Order.

16 12.3 Filing Protected Material. A Party that seeks to file under seal any
17 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
18 only be filed under seal pursuant to a court order authorizing the sealing of the
19 specific Protected Material at issue. If a Party's request to file Protected Material
20 under seal is denied by the court, then the Receiving Party may file the information
21 in the public record unless otherwise instructed by the Court.

22 13. FINAL DISPOSITION

23 After the final disposition of this Action, as defined in paragraph 4, within
24 60 days of a written request by the Designating Party, each Receiving Party must
25 return all Protected Material to the Producing Party or destroy such material. As
26 used in this subdivision, "all Protected Material" includes all copies, abstracts,

1 compilations, summaries, and any other format reproducing or capturing any of the
2 Protected Material. Whether the Protected Material is returned or destroyed, the
3 Receiving Party must submit a written certification to the Producing Party (and, if
4 not the same person or entity, to the Designating Party) by the 60 day deadline that
5 (1) identifies (by category, where appropriate) all the Protected Material that was
6 returned and (2) affirms that the Receiving Party has not retained any copies,
7 abstracts, compilations, summaries or any other format reproducing or capturing
8 any of the Protected Material. Notwithstanding this provision, Counsel are entitled
9 to retain an archival copy of all pleadings, motion papers, trial, deposition, and
10 hearing transcripts, legal memoranda, correspondence, deposition and trial
11 exhibits, expert reports, attorney work product, and consultant and expert work
12 product, even if such materials contain Protected Material. Any such archival
13 copies that contain or constitute Protected Material remain subject to this Protective
14 Order as set forth in Section 4 (DURATION).

15 14. Any violation of this Order may be punished by any and all appropriate
16 measures including, without limitation, contempt proceedings and/or monetary
17 sanctions.

18 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

19 DATE: November 15, 2024

SEYFARTH SHAW LLP

21 By: /s/ Jennifer R. Brooks
22 Alice Hodsden
23 Jennifer R. Brooks
24 Counsel for Equifax Information
25 Services, LLC
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1 DATED: November 15, 2024 LOKER LAW APC

2
3 By: /s/ Elizabeth A. Wagner

4 Matthew Michael Loker

5 Elizabeth Ann Wagner

6 Scott Mitchell Plescia

7 Counsel for Plaintiff Thomas Blaser

1 The Court grants the parties' Stipulated Protective Order, filed with the court on
2 November 14, 2024. (ECF 52.) FOR GOOD CAUSE SHOWN, IT IS SO
3 ORDERED.



4
5 DATED: November 15, 2024

HON. Brianna Fuller Mircheff
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[full address], declare under penalty of perjury that I have read in its entirety and
understand the Stipulated Protective Order that was issued by the United States
District Court for the Central District of California on _____ [date] in
the case of *Thomas Blaser v. Citibank, N.A. et al.*, Civil Action No. 8:24-cv-01165-
JFW-BFM. I agree to comply with and to be bound by all the terms of this Stipulated
Protective Order and I understand and acknowledge that failure to so comply could
expose me to sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item that is subject
to this Stipulated Protective Order to any person or entity except in strict compliance
with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [full
name] of _____ [full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where signed: _____

Printed name: _____

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Signature: _____

DATE: October __, 2024 SEYFARTH SHAW LLP

By: _____
Alice Hodsden
Jennifer R. Brooks
*Counsel for Equifax Information
Services, LLC*